

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Trina Graham aka Trina Graham-Bates  
Debtor

CHAPTER 13

JPMorgan Chase Bank, National Association  
Movant  
vs.

NO. 16-18428 ELF

Trina Graham aka Trina Graham-Bates  
Debtor

11 U.S.C. Section 362

William C. Miller Esq.  
Trustee

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence at is **\$374.19**, which breaks down as follows;

Post-Petition Payments:	August 1, 2018 at \$612.34/month
Suspense Balance:	(\$238.15)
<b>Total Post-Petition Arrears</b>	<b>\$374.19</b>

2. The Debtor(s) shall cure said arrearages in the following manner;

a) By September 1, 2018, Debtor shall bring the account current on post-petition payments through August 2018;

b) Beginning on September 1, 2018, maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within TEN (10) days of the date of said notice. If Debtor(s) should fail to cure the default within ten (10) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

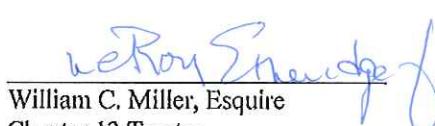
Date: July 20, 2018

By: /s/ Rebecca A. Solarz, Esquire  
Rebecca A. Solarz, Esquire  
Attorney for Movant

Date: 7/25/18

  
Georgette Miller, Esquire  
Attorney for Debtor

Date: 7-30-2018

  
William C. Miller, Esquire  
Chapter 13 Trustee

NO OBJECTION  
\*without prejudice to any  
trustee rights or remedies.

Approved by the Court this \_\_\_\_\_ day of \_\_\_\_\_, 2018. However, the court retains discretion regarding entry of any further order.

\_\_\_\_\_  
Bankruptcy Judge  
Eric L. Frank